

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
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<http://www.purchasing.state.ut.us>

Request for QuotationSolicitation Number: **NO3902**Due Date: **07/30/02 at 3:00 P.M.**

Date Sent: June 28, 2002

**Agency Contract**

Goods and services to be purchased:

"STATEMENT OF QUALIFICATIONS"**ANNUAL "STATEMENT OF QUALIFICATIONS" FOR ARCHITECT AND ENGINEERING SERVICES****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Quotation

Solicitation Number: NO3902

Due Date: 07/30/02

Vendor Name:

Description
<p>"STATEMENT OF QUALIFICATIONS"</p> <p>THIS IS A REQUEST FOR ANNUAL "STATEMENT OF QUALIFICATIONS" AND PERFORMANCE DATA FROM ARCHITECTS AND ENGINEERS INTERESTED IN PROVIDING A & E SERVICES (UNDER \$20,000) TO THE STATE, PER THE ATTACHED SPECIFICATIONS.</p> <p>QUESTIONS ON SPECIFICATIONS AND PURCHASING PROCESS CALL NANCY ORTON AT (801) 538-3148.</p>



REQUEST FOR "ANNUAL STATEMENT OF QUALIFICATIONS" for ARCHITECT/ENGINEERING SERVICES

Solicitation Number NO3902

The State of Utah, Division of Purchasing is requesting Statements of Qualifications (SOQ's) from firms or individuals interested in providing Architect/Engineering (A & E) services to the State of Utah. Statements will be requested annually, and a file of the SOQ's maintained in the Division of Purchasing.

State agencies and political sub-divisions requiring A & E services under \$20,000 will be able to review the SOQ file. Agencies may make selection directly from the list of firms who have submitted annual statements of qualifications and performance data, or from other qualified firms if necessary. The architect/engineer will be selected by the agency/institution, through the Purchasing Division on a project-by-project basis.

Annual statements of qualifications and performance data should contain specific and concise information on the areas that will be used for evaluation, i.e. individual experience, past performance, and capacity of firm. Information provided in the SOQ should be listed in the following order:

- (a) name of the firm and the location of all of its offices, specifically indicating the principal place of business.
- (b) age of the firm and its average number of employees over the past five years.
- (c) education, training, and qualifications of members of the firm and key employees.
- (d) the experience of the firm reflecting technical capabilities and project experience.
- (e) a complete list of all areas of expertise, i.e. architectural, civil, electrical, environmental, geological, geotechnical, mechanical, plumbing, structural, traffic, etc. SOQ file will be available based on expertise. SOQ will only be filed in categories identified in SOQ.
- (f) name, address and phone number of five clients who may be contacted, including at least two for whom services were rendered in the last year.
- (g) interest in serving as a contract architect-engineer for construction projects less than \$100,000.
- (h) experience on small project design and administration.

SOQ's may be amended at any time during the year by filing a new statement.

A submittal of a Statement of Qualifications by your firm does not constitute a commitment on the part of the State to use your firm on any projects. The submittal allows the State to reference the firms' capabilities when architectural/engineering services are required.

Although the A & E firms listed in the SOQ file will not receive actual contracts, State agencies and political subdivisions may enter into contractual agreements with any firm listed. Therefore, your firm must comply with and accept the terms of the attached Contract Terms and Conditions.

A hard copy and an electronic version of the SOQ are required. Please send the hard copy to the Division of Purchasing, Room 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to 3:00 P.M., July 30, 2002. Concurrently, please email an electronic version (preferably in Word) to nancyo@utah.gov

Questions regarding this request should be directed to Nancy Orton, Purchasing Agent (801) 538-3148.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the

specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
(Revision date: Apr 24, 2002)